



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
Lee W. Marriott et al.) Group:
Serial No. 10/763,990)
Filed: January 23, 2004) Examiner:
Title: INTEGRATED HVACR CONTROL)
AND PROTECTION SYSTEM)

PETITION UNDER 35 U.S.C §116 AND 37 C.F.R. §1.47(a)
FOR FILING INVENTOR'S DECLARATION ON BEHALF
OF AN INVENTOR WHO REFUSES TO SIGN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Applicants hereby petition the Assistant Commissioner for Patents to accept the attached Declaration of all inventors, as joint inventors of the above-referenced application, on behalf of Rachel E. Weingrad, another joint inventor who refuses to execute the inventors' Declaration in this application for patent. Enclosed herewith is the Petition fee of \$130.00 in accordance with 37 C.F.R. §1.17(h). If the enclosed check is insufficient, please charge account No. 02-0385, BAKER & DANIELS, for any additional fees.

The facts surrounding the inventor's refusal to sign are as follows:

1. Lee W. Marriott, Arnold G. Wyatt, Alex Alvey, Robert L. Terry, Kent B. Herrick, John A. Pasko and Rachel E. Weingrad are joint inventors of the above-referenced invention. Rachel E. Weingrad, whose last known address is 2057 Charlton, Ann Arbor, Michigan 48103, refuses to execute the inventors' Declaration in the application for patent.
2. Lee W. Marriott, Arnold G. Wyatt, Alex Alvey, Robert L. Terry, Kent B. Herrick and John A. Pasko are current employees of Tecumseh Products Company. Rachel E. Weingrad is a former employee of Tecumseh Products Company.
3. A Declaration relating to the above-referenced application were sent to Rachel E. Weingrad on October 11, 2004. A letter signed by Patrice M. Potter, a paralegal with Baker & Daniels, attorneys for Applicants accompanied the Declaration and requested Ms. Weingrad to execute the Declaration. The October 11, 2004 letter from Mrs. Potter to Ms. Weingrad is attached hereto as Exhibit A. Rachel E. Weingrad did not respond to the request to execute the Declaration.
4. On October 21, 2004, Patrice M. Potter spoke with Rachel E. Weingrad by telephone, again requesting that Ms Weingrad execute and return the Declaration and other application papers. Ms. Weingrad requested a copy of the application and a copy of her Employment Agreement with Tecumseh Products Company. Such documents were emailed to her by Mrs. Potter on October 21, 2004 (Exhibit B).

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5. On October 27, 2004, Rachel Weingrad emailed Mrs. Potter in response to the email of October 21, 2004 (Exhibit C), requesting information.

6. On November 1, 2004, John F. Hoffman, attorney for Tecumseh Products Company emailed Rachel E. Weingrad in response to her question (Exhibit D).

7. On March 3, 2005, John F. Hoffman mailed, via certified mail, to Rachel E. Weingrad, the Declaration to which was attached a full copy of the patent application and again requested that she execute and return the same (Exhibit E).

8. Rachel E. Weingrad executed an Employment Agreement (Exhibit F) and was an employee of Tecumseh Products Company at the time the invention described in the present patent application was made.

9. The executed Declaration has never been received from Rachel E. Weingrad.

10. Supporting Declarations are attached hereto.

The unequivocal refusal of Rachel E. Weingrad to execute a Declaration for the above-referenced application has been established by the facts as set forth in this Petition and has been substantiated by the exhibits attached hereto. Thus, Applicants respectfully request the Commissioner to accept the attached Declaration of all inventors on behalf of Rachel E. Weingrad.

Respectfully submitted,

John F. Hoffman
Registration No. 26,280

Attorney for Applicant

JFH/pmp

BAKER & DANIELS
Suite 800, 111 East Wayne Street
Fort Wayne, IN 46802
Telephone: 260-424-8000
Facsimile: 260-460-1700

Enc. Return postcard
Check No.
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

CERTIFICATION OF MAILING

THEREBY CERTIFY THAT THIS correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on: June 30, 2005.

JOHN F. HOFFMAN, REG. NO. 26,280

Name of Registered Representative

Signature

June 30, 2005

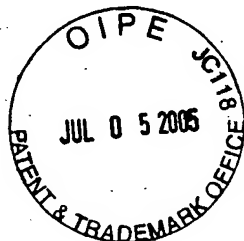
Date

BAKER DANIELS

Est. 1863

111 E. Wayne Street, Suite 800 Fort Wayne, Indiana 46802 260.424.8000 Fax 260.460.1700 www.bakerdaniels.com

P. Michele Potter
Paralegal
Dir: 260.460.1623
michele.potter@bakerd.com
October 11, 2004



Indiana
Washington, D.C.
China

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

RE: INTEGRATED HVACR CONTROL AND PROTECTION SYSTEM
AE-29 / Tecumseh Products Company
Our Ref.: TEC1290-01

Dear Rachel:

Enclosed please find a Declaration and Assignment for the above-identified patent application.

Please sign and date the formal papers where indicated and return them to me as soon as possible in the envelope I have provided. I must file these documents with the U.S. Patent and Trademark Office before October 29th and I would appreciate your prompt attention to them.

Please advise at once if you have any questions.

Sincerely,

Patrice M. Potter
Paralegal

pmp

Encl.: Declaration and Assignment

Exhibit
A

Potter, Patrice M.

From: Potter, Patrice M.
Sent: Thursday, October 21, 2004 4:14 PM
To: 'rewind@umich.edu'
Cc: Hoffman, John F.
Subject: Application and Employment Agreement

Rachel:

Per our conversation today, attached is a copy of the application as well as a copy of the Employment Agreement with Tecumseh. Hopefully this will assist you in executing the Assignment and Declaration.

Please call me as soon as possible if you have any questions or concerns.

Regards,

Mickie Potter

P. Michele Potter
Paralegal
111 East Wayne, Suite 800
Fort Wayne, IN 46802
260.460.1623 (Direct)
260.460.1700 (Fax)
Patrice.Potter@bakerd.com
www.bakerdaniels.com

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Exhibit
B

10/26/2004

Potter, Patrice M.

From: Rachel Weingrad [rewind@umich.edu]
Sent: Wednesday, October 27, 2004 3:16 PM
To: Potter, Patrice M.
Subject: Re: TEC1290 / AE-25

Hi Patrice,

I got the documents you sent. Thanks for following up. I do have a question for you. Is there anyway that I can waive my rights as the inventor, so I don't have to sign the application? I don't want to hold things up, but I would rather not be involved with Tecumseh in this matter.

Thanks,
Rachel Weingrad

Potter, Patrice M. wrote:

> Hi Rachel:

>

> Did you receive the documents I emailed to you OK? Just checking to
> see how you were coming on the Declaration and Assignment or if you
> had more questions.

>

> Thanks!!

>

>

> Mickie

>

>

>

>

> P. Michele Potter

> Paralegal

> 111 East Wayne, Suite 800

> Fort Wayne, IN 46802

> 260.460.1623 (Direct)

> 260.460.1700 (Fax)

> Patrice.Potter@bakerd.com

> www.bakerdaniels.com <<http://www.bakerdaniels.com/>>

> <<http://www.bakerdaniels.com/>> Indiana | Washington, D.C. | China

>

>

> -----
> ATTENTION: This message and all attachments are PRIVATE, and may
> contain information that is CONFIDENTIAL and PRIVILEGED. If you
> received this message in error, please notify the sender by reply
> e-mail and delete the message immediately.

>

Exhibit

C

Hoffman, John F.

From: Hoffman, John F.
Sent: Monday, November 01, 2004 4:01 PM
To: 'rewind@umich.edu'
Cc: Potter, Patrice M.
Subject: FW: TEC1290 / AE-25

Rachel,

Mickie Potter forwarded to me your email regarding the above patent application.

It is not possible under the law for you to waive rights as an inventor on the application. However, in terms of your involvement with Tecumseh in connection with the present application, once you sign the declaration and assignment, the application will proceed without your having to get further involved as it will be prosecuted by our firm.

Please execute the declaration and assignment and forward it to my attention as soon as possible. If you would like to discuss this, please call me.

John F. Hoffman
Baker & Daniels
111 E Wayne St.
Suite 800
Fort Wayne, IN 46802
260 460 1692 tel.
260 460 1700 fax
john.hoffman@bakerd.com

Exhibit
D

BAKER & DANIELS

Est. 1863

111 E. Wayne Street, Suite 800 Fort Wayne, Indiana 46802 260.424.8000 Fax 260.460.1700 www.bakerdaniels.com

John F. Hoffman
Attorney at Law
Dir: 260.460.1692
john.hoffman@bakerd.com

Indiana
Washington, D.C.
China

March 3, 2005

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: U.S. Patent Application Serial No. 10/763,990
INTEGRATED HVACR CONTROL AND PROTECTION SYSTEM
Tecumseh Products Company
Our Ref.: AE-20/TEC1290-01

Dear Ms. Weingrad:

As you are aware, Tecumseh Products Company filed the above-identified patent application to protect an invention on which you and a number of other Tecumseh employees were co-inventors. In order to move this application forward, it is necessary that you execute the declaration required by the U.S. Patent and Trademark Office and execute an assignment confirming ownership of the invention by Tecumseh Products Company.

When you were employed by Tecumseh, you executed an agreement entitled Agreement Concerning Employee Inventions and Confidential Information, a copy of which is enclosed. Paragraphs 1 and 3 of that agreement obligate you to execute declarations and assignments in connection with patent applications on which you are identified as a co-inventor.

On behalf of Tecumseh Products Company, we formally request that you execute the enclosed declaration and assignment where indicated and return the executed documents to us in the enclosed envelope. A complete copy of the application as filed is enclosed for your reference.

In the past you have indicated a reluctance to fulfill your obligations required by the agreement that you executed. Please understand that if you maintain your refusal, the company has authorized us to initiate whatever legal proceedings are necessary to achieve compliance.

Exhibit
E

Ms. Rachel Weingrad
March 3, 2005
Page 2

If you have any questions at all concerning this matter, please telephone me at the number indicated above.

Very truly yours,

John F. Hoffman

JFH/nw

Enc. Agreement
Declaration
Assignment
Application

c: D.P. McDonald, Esq. (letter only)

7002 3150 0001 1101 1119

U.S. Postal Service™	
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

2. Article Number

(Transfer from service label)

7002 3150 0001 1101 1119

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7-5-05

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**AGREEMENT CONCERNING EMPLOYEE
INVENTIONS AND CONFIDENTIAL INFORMATION**

In consideration of my employment or the continuation of my employment by Tecumseh Products Company (hereinafter "Company"), its subsidiaries or affiliates, and the compensation paid me in connection with such employment,

I Rachel Weingrad agree that:
(Employee's name (typed or printed))

1. All trade secrets, inventions, works of authorship (including illustrations, writings, trademarks, mask works and software), developments, innovations and technology made or conceived by me, either solely or jointly with others, during the term of my employment that relates to, or arises out of, any developments, services or products of, or pertain to the business of Company or any of its subsidiaries, divisions or affiliates, shall be the absolute property of Company, and I hereby assign and agree to assign to Company, its successors and assigns, my entire right, title and interest therein.

2. Until proven otherwise, any invention or innovation shall be presumed to be conceived during my employment with Company if within one year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

3. I shall promptly disclose to Company all trade secrets, inventions, works of authorship, developments, innovations and technology which belong to Company under paragraphs 1 and 2 above, and shall, without further compensation, do all lawful things, including: maintaining invention records which shall be the property of Company, rendering assistance and executing necessary documents, as requested to enable Company to file and obtain patents and copyright registrations in the United States and foreign countries on any of said inventions and works of authorship, to enforce such patents and copyrights, as well as to protect Company's interest in any of said inventions and works of authorship.

4. I am listing on the back of this agreement all inventions, works of authorship, innovations, developments and technology relating to any development, service or product of or pertaining to the business of Company and any subsidiaries or divisions thereof that were owned or controlled by me at the time of entering its employment and which shall be excluded from this agreement.

5. I shall not, during the term of my employment or thereafter, disclose to others or use, except for Company's benefit in the course of such employment, any confidential technical or business information belonging to either Company or a customer or client of Company except as authorized in writing, respectively, by Company or such customer or client.

6. Upon termination of my employment, I shall surrender to Company any and all things such as drawings, manuals, documents, photographs and the like (including all copies thereof) that I have in my possession containing the confidential information of Company or a division or subsidiary thereof, and I shall surrender to Company all materials, documents and other things that are the property of Company or any division or subsidiary thereof.

7. I understand that the prohibition against disclosure and use of confidential information of Company and its customers and clients continues after I leave the employ of Company and take other employment.

8. During the course of my employment with the Company, I will not accept information from sources outside of the Company which is designated as "Confidential", "Proprietary", or "Trade Secret" without prior authorization from the Company or its attorneys. I also understand that I am not expected to and am expressly forbidden by Company policy from disclosing to the Company confidential, proprietary or trade secret information from a former employer.

9. This Agreement does not alter nor shall it be deemed to alter the employment relationship, whether at will or contractual, between Company and me.

10. This agreement may not on behalf of or in respect to Company be modified or terminated in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of Company. I further agree that this agreement shall be binding upon my heirs, executors and other legal representatives or assigns.

TECUMSEH PRODUCTS COMPANY

By: _____

Rachel Weingrad
Employee

Date

10/13/00
Date

Exhibit
F